MAIL TO:

STATE OF UTAH DIVISION OF PURCHASING 3150 STATE OFFICE BUILDING, STATE CAPITOL P.O. BOX 141061 SALT LAKE CITY, UTAH 84114-1061 TELEPHONE (801) 538-3026 http://purchasing.utah.gov

Request for Proposal



Due Date: 06/27/05 at 10:00 A.M.

Solicitation Number:

Date Sent: May 27, 2005

NO5584

Agency Contract

Goods and services to be purchased:

REQUEST FOR PROPOSAL-INTEGRATED MARKETING AGENCY FOR STATE OF UTAH TOURISM PROMOTION

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code))	
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After required minimums)	Receipt of C	Order (see attached for any
The following documents are included in this solicitation: Solicitations. Please review all documents carefully before of the undersigned certifies that the goods or services offered a in Utah. Yes No If no, enter where produced, etc.	completing. re produced, mined, grov	J	,
Offeror's Authorized Representative's Signature	Date		
Type or Print Name	Position or Title		

STATE OF UTAH DIVISION OF PURCHASING

Request for Proposal

Solicitation Number: NO5584

Due Date: 06/27/05

Vendor Name:

REQUEST FOR PROPOSAL-INTEGRATED MARKETING AGENCY FOR STATE OF UTAH TOURISM PROMOTION, PER THE ATTACHED SPECIFICATIONS.

 $\textbf{QUESTIONS ON SPECIFICATIONS AND PURCHASING PROCESS EMAIL NANCY ORTON AT nancyo@utah.gov \ \mathsf{OR}\ \mathsf{CALL}$

(801) 538-3148.

RX #: 710 53000000008

COMMODITY CODE(S): 91503, 91826, 91876, AND 96153

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.
- 2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.
- 3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- **4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
- **6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
- 7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the DivISION.
- 8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state.

 (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a register of proposals shall be established. The register shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- **9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
- 13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 <u>Utah Code Annotated</u> 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (<u>Utah Administrative Code</u> Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 1 Mar 2005 - RFP Instructions)

REQUEST FOR PROPOSAL SOLICITATION # NO5584

Integrated Marketing Agency for State of Utah Tourism Promotion

Governor's Office of Economic Development (GOED)
Office of Tourism Development

Purpose of Request for Proposal (RFP)

The Division of Travel Development (Division) is formally reviewing its advertising and marketing agency contract. The Division is seeking the professional services of an Integrated Marketing Agency to work as a collaborative partner in the development, implementation, and evaluation of a comprehensive marketing program to promote Utah as a travel destination to regional, national, and international markets. The purpose for the RFP is to identify the most qualified organization able to carry out all aspects of the Division's marketing and advertising objectives.

The Division of Tourism Development's mission is to improve the quality of life of Utah citizens through revenue and tax relief, by increasing the quality and quantity of tourism visits and spending.

This mission is served in part by economic development activities created by the division, leveraged activities with other Office of Economic Development Divisions, and continual cooperation with internal and external tourism stakeholders.

The information provided is intended to assist the potential offerors in the preparation of the proposals necessary to respond to this RFP. The information contained in the RFP should be sufficient for meeting minimum submission requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty to expand upon the specifications to evidence service capability under any agreement. Based on submissions, it is understood that this RFP may be awarded to a single offeror, or portioned to more than one offeror based on expertise, and capability.

Background

The Utah Division of Tourism Development is the state agency responsible for branding, and marketing Utah to a variety of audiences including: potential tourists and visitors, the travel trade industry, and where appropriate to business, film, media, and cultural development opportunities.

Marketing the brand, as well as communicating our various natural venues, vacation options, cultural and heritage attractions, and overall destination quality are central to our mission. Specifically, we classify most marketing opportunities into three categories:

- 1. Co-op Opportunities: tactics used to develop and showcase the Utah brand including co-op partnerships that reinforce the brand and target out of state visitors.
- 2. Winter Campaign: tactics used to promote skiing, snowboarding, snowmobile, winter adventure, cultural attractions and any and all activities performed during traditional winter months.
- 3. Warm Weather Campaign: tactics used to promote national and state parks, water activities, outdoor adventure, golf, and any and all activities performed during traditional warm weather months.

To accomplish our mission, the Division of Tourism Development has identified Key Initiatives:

- 1. Bring visitors to the state through the development and implementation of the Utah brand.
- 2. Increase visitor spending and length of stays.
- 3. Increase the number of International visitors in all categories.
- 4. Increase the number of Domestic visitors in all categories
- 5. Leverage internal and external partners and resources.
- 6. Improve the quality of life for Utah citizens by job creation and tax burden relief.
- 7. Position our brand to set the state apart and give us a competitive advantage as a destination location.
- 8. Establish and provide best practices in client services, technology, information and marketing delivery.

9. Establish highly coordinated marketing and advertising campaign that produces results within set criteria. (Maximize ROI)

Key marketing strategies and tactics used to fulfill these objectives include:

- 1. Defining and if applicable re-establishing & creating the Utah brand.
- 2. Marketing to the consumer markets as established by research.
- 3. Marketing to the trade market as established by research.
- 4. Marketing to the international consumer and trade markets as established by research.

Specifically, we believe the marketing tactics most effective will be, but are not limited to the following:

- 1. Public Relations designed to produce stories, reports, and earned media about any of the state's natural, manmade, and/or other tourism offerings.
- 2. Traditional Consumer Marketing, with an emphasis in television, internet, magazine, direct mail, outdoor and other electronic means.
- 3. Non-traditional consumer marketing with an emphasis in viral, new-technology, permission based tactics and event sponsorship means.
- 4. Traditional Trade Marketing, with an emphasis in print, promotion, channel and incentive marketing.

These Initiatives, strategies and tactics have been established in response to the passage of Senate Bill 1002 (Funding for Travel and Tourism). This bill has apportioned \$18 million dollars over two years, for the promotion, advertising, and marketing of the state as a tourism destination. Historically, the state budget for operational and advertising activities has been \$4 million per year. In comparison, the average total operational and advertising budget of the Western States has been \$9 million. Understandably, we have either made little growth or in some cases lost market share over the past 10 years.

Directly, SB 1002 appropriates \$10 million in Fiscal Year 2006 for tourism development. However, \$2 million (20% annually) must go towards an in-state co-op program designed to help counties, cities, venues, and events attract out-of-state visitors. Additionally, the bill also appropriates \$750,000 (7.5% annually) of FY06 to non-profit groups who can deliver sport-tourism events to the state. The total amount available for direct spending, production, and accountability is \$7,250,000.

It is anticipated that the contractor chosen would help and assist in the delivery of the co-op program, however those activities may take place completely under the jurisdiction of the Office of Tourism. Funds may be used for research, brand development and all activities that market the state. The Office of Tourism holds the rights to directly purchase media, promotions, advertising, and other marketing resources when in the best interest of the State.

For Fiscal Year 2007, SB 1002 appropriates \$8 million. However, \$4 million has been set aside to help fund the Salt Palace Expansion. It is anticipated that those monies will be replenished with surplus funds from FY06. Likewise 27.5% will be deducted for co-op and sports related activities. The total amount for marketing purposes will be \$5.8 million assuming the \$4 million for Salt Palace expansion is restored.

Increase in specific tax codes will provide additional funding for the Office of Tourism under SB 1002. For a complete overview of SB 1002, please visit WWW.UTAH.LE.GOV.

With a limited budget, past campaigns have focused on targeted print (magazine) media, radio in select markets, spot television, and use of visual electronic messaging in special events. Most print has been equipped with response systems. Almost all ads have included a call to action (WWW.UTAH.COM, and/or 1-800-UTAH-FUN). Inquiries into these centers are fulfilled by the Division or by our web operator.

The Division works internally to develop opportunities with the travel trade industry, including conventions, trade shows, FAM tours, and public relations campaigns. The Division needs increased emphasis and opportunities in the travel trade industry, with improved marketing to the industry wholesalers and retailers, as well as other web-based consumer specific channels.

The selected agency will be responsible for enhancing/creating the Utah brand, developing and executing a comprehensive public relations campaign, and in creating and fulfilling advertising to the consumer and trade markets. The expected scope of reach should include regional, national, and international (United Kingdom, Germany, Japan) markets. The agency will also be asked to assess the results generated by such activities, particularly brand perception, and other factors both

quantitative and qualitative.

For more information about the Utah Office of Travel Development, including research, publications, and statistics please visit our official website at travel.utah.gov.

Issuing Office and RFP Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the GOED. The reference number for the transaction is Solicitation # N05584. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

Submitting Your Proposal

One original and 9 identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

The offeror must respond to this RFP by submitting all requested information and addressing all specifications as required herein, in order for the proposal to be evaluated and considered for award. Failure to submit such data or to adequately address all specification shall be deemed sufficient cause for disqualification of a proposal from further consideration for award. Proposals received in response to this RFP should address the entire project defined herein. No partial proposals will be considered for award. The offeror must certify in its proposal that it includes performance of the complete requirements of this request. Partial responses will not be accepted.

The GOED is not liable for costs incurred by service providers prior to the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited or obtained. The information obtained will be utilized in determining suitability of services offered. Subsequent procurement, if any, will be in accordance with appropriate GOED contractual action.

Proposals should not exceed the space of a 2-inch binder with 8.5 x 11 inch paper. All sections must be tabbed (including the copies). Please avoid using vellum paper. Text must be at least 12 point. All materials become property of the State of Utah.

Length of Contract

It is anticipated that this RFP may result in a contract award to a single or multiple contractor(s). The Contract resulting from this RFP will be for a period of two years. The contract may be extended beyond the original contract period on a year-to-year basis for up to five (5) additional years at the State's discretion and by mutual agreement based on need and or contractor performance.

Price Guarantee Period

All pricing must be guaranteed for the entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing and the GOED. The State will be given the immediate benefit of any decrease in the market or allowable discount.

Standard Contract Terms and Conditions

Any contract resulting from this RFP will include the State of Utah's standard terms and conditions. Please see attached Standard Terms and Conditions attachment.

Questions

All questions are to be directed in writing to Nancy Orton, State Purchasing. Please do not contact GOED. Questions must be submitted in writing to Nancy Orton, via email at: nancyo@utah.gov or via fax at: 801.538.3882. Questions are due by 3:00 p.m., Thursday, June 9, 2005. Answers will be provided via an addendum posted on the Division of Purchasing website.

Discussions with Offerors (Oral Presentation)

Based on final written proposal scoring, finalists may be asked to attend an Oral Presentation. The State may award a contract based on the initial proposals received without discussion with the offeror. Additionally, the State may award portions of the contract to multiple offerors. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations may require some art work and or creative specs at the discretion of the State. Oral presentations will be made at the offeror's expense and will be limited to participation by no more than 4 individuals from the offering team. At least one team member involved in the oral presentations must be the potential Account Executive to be assigned to the campaign.

Proprietary Information

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

The GOED reserves the right to use any and all ideas presented in response to the RFP not identified by the offeror as proprietary. Selection or rejection of the proposals does not affect this right of the GOED.

All work products, including but not limited to electronic and physical files, developed in the performance of this contract, is work made for hire as a contribution to a collective work, and as such, is the property of the GOED. Therefore, the offeror must assign full copyright/trademark ownership to the GOED.

Scope of Work

The Utah Division of Tourism Development seeks a full-service Integrated Marketing contractor to perform the following as directed by the Division; some tasks may be kept as operational activities within the Division. The State reserves the right to award all scope to one agency, or to award scope of work sections to various agencies:

GENERAL ACCOUNT LOGISTICS

- 1. Use of experts outside of the state in any specific area of branding, marketing, public relations, advertising and promotion is welcomed. Likewise, use of in-state partners for the same activities is highly encouraged.
- 2. Coordinate with communities or regions, if deemed necessary by the Division of Tourism Development, for the use of Division of Tourism Development design work to promote tourist travel, business recruitment, and/or international trade and advise the Division of Tourism Development with respect to effective and approved methods and systems of establishing contact with consumers within Utah.
- 3. Make trips outside Utah for the purpose of contacting publications, firms, companies, bureaus, organizations or groups. No outside trips shall be authorized by the Division of Tourism Development that involve an unreasonable expenditure of money, as determined in the Division of Tourism Development's sole discretion, on the part of the Contractor and no trips shall be required at times which are not mutually agreeable to the Division of Tourism Development and Contractor.
- 4. Attend occasional Division of Tourism Development and various industry meetings or retreats. Join and support industry coalitions and public interest groups.
- 5. All original advertising material or specific rights to material created or negotiated for or on behalf of the Division such as copy, photography, illustration, artists' layouts or design sketches, and storyboards are the property of the Division of Tourism Development once Contractor charges are fully paid.
- 6. Carry public liability and property damage insurance in the amount of \$50,000 covering all acts under the contract and all acts incidental thereto.
- 7. Will provide estimates of all costs to the Division for approval before production is scheduled.

- 8. Will submit work orders to the Division for written approval in advance of all material projects including advertising placements.
- 9. Printing orders of \$1,000 or greater will require at least three written bids from qualified bidders. The State may choose to use pre-approved State Contractors if in the best interest of the State.
- 10. Will seek to obtain discounts for cash or other considerations on all subcontracted work. Earned discounts will be credited to the division within thirty days. At least quarterly, the Division will be provided copies of all invoices for work done under the contract.
- 11. Will contribute agency and related organizational expertise in cooperation with other contractors in the ongoing development of the Division's marketing plan.

BRANDING

General Expectations:

- In conjunction with the Division, research, create, and implement an overall brand and brand strategy for the State of Utah, including tourism. This would include brand strategy, brand positioning statements, brand communications, brand platforms and usage guidelines, logo design if necessary, and all other pertinent tactics and requirements for launching and promoting the Utah brand.
- Assist The Division of Tourism Development in strategic long-term planning and research gathering. Contractor shall
 make recommendations as to the most effective method by which to obtain the objectives desired by The Division of
 Tourism Development with the understanding that adoption of any proposed method, plan or suggestion be left to the
 exclusive judgment of The Division of Tourism Development.
- 3. Assist in the development of a merchandising program to license and generate revenue from the Utah brand materials, including the trademarked logo.
- 4. Will coordinate efforts with the division's program specialists resulting in a seamless implementation of its strategic vision.

Please Address the Following:

- 1. Do you have experience developing a brand identity campaign? Explain citing clients & campaigns
- 2. Do you have experience developing a brand identity campaign internationally? Explain citing clients & campaigns
- 3. Explain your company's philosophy on branding in regards to end-user purchasing buying behavior?
- 4. Explain how you have tracked your advertising and branding campaigns, and accountability and reporting procedures you would implement with this campaign?
- 5. What type of research would you use to create the brand and brand messaging?

MARKETING & ADVERTISING

General Expectations

 Perform creative advertising, marketing representation and assistance, literature productions, public relations, and media purchase functions. Work will involve securing subcontractors to provide services related to special activities and publicity projects; and to perform typesetting and photo production of materials necessary for printing.

- 2. Recommend to the Division of Tourism Development the best means and methods for obtaining maximum returns and results in the promotion and encouragement of economic development in the State of Utah.
- Assist the Division of Tourism Development by outlining plans and recommending media, determined by Contractor, to be the most effective in obtaining the objectives desired by the Division of Tourism Development, with the understanding that adoption of any proposed method, plan or suggestion be left to the exclusive judgment of the Division of Tourism Development
- 4. Negotiate and secure in-kind cooperative advertising for promotional projects specified by the Division of Tourism Development.
- 5. Prepare and write advertising copy required by the Division of Tourism Development and handle the illustration of such copy, both to be approved by the Division of Tourism Development.
- 6. Design and produce advertising for magazines and newspapers; purchase print advertising space; design and produce commercials for radio and television; purchase radio and television time; design and produce collateral literature as assigned; and provide other account services as needed by the Tourism Division.
- 7. Provide assistance and quality assurance for the in-bound telemarketing services and any related training, scripting, reporting, and data transfers.
- 8. Assist the Division of Tourism Development in the development and enhancement of technology-based strategies and programs; including the web sites, blogging, photo libraries, media-rich applications, data collection and reporting.
- 9. Provide creative direction and production for exhibit displays, media kits, sales materials, international marketing pieces, and other collateral materials as directed.

Please Address the Following:

Public Relations

- 1. What is the size and scope of your Public Relations department? Domestically, and Internationally
- 2. What types of PR-only campaigns have you done and what have been the results? Please site your best case example, but list all that may apply.
- 3. What is your philosophy on PR versus Advertising?

Marketing

- 1. Describe your agencies process for developing effective advertising.
- 2. What role do you expect the client to play in this process?
- 3. Explain your company's philosophy on channel marketing and promotions.
- 4. What experience have you had in channel marketing, promotions and incentives?
- 5. Briefly explain how you would approach marketing towards the travel trade industry.
- 5. What are other non-traditional or viral marketing tactics that you have used with success on other campaigns are there some readily available for tourism promotion?
- 7. What type of research will you use in determining marketing tactics?
- 8. Please explain your experience and success in web-hosting, development, and maximizing websites. Please site clients and successful campaigns

- 9. Please explain your methodology of marketing and advertising on the web to drive traffic to a home site, call to action, or other sales-oriented or information gathering action by a consumer.
- 10. Briefly explain how you would approach marketing towards our winter weather/skiing market.
- 11. Briefly explain how you would approach marketing towards our warm weather consumer market.
- 12. What reporting/accountability processes do you use to report to a client and keep them updated on account status and results?

MEDIA BUYING

General Expectations

- 1. Use all available resources when negotiating media buys on behalf of the Division of Tourism Development and will secure the best possible rates.
- 2. Assume responsibility for placing advertising in the form required by the publications and media outlets, within the closing dates of those deadlines that are designated by the Division of Tourism Development.

Please Address the Following

Media Buying

- 1. Briefly explain your media buying experience in specific Medias such as print, radio, television, direct response TV, web, outdoor, special events, product placement and other pertinent buy opportunities.
- 2. Briefly explain and describe your media buying experience, in dollar volume, purchase power and current buys regionally, domestically, and internationally. Please site examples.

Accountability

General Expectations

- 1. Furnish to the Division of Tourism Development conference reports that detail results of each meeting between Contractor and Division of Tourism Development personnel. Reports shall include decisions made, next steps, which does what, and timelines.
- 2. Report quarterly on advertising and marketing effectiveness, as well as implemented promotions and incentives as defined by the Division of Tourism Development. Also provide a pre and post campaign brand awareness assessment report. Allocate up to ten percent of the budget for independent research to evaluate the effectiveness of the marketing campaigns.
 - 3. Assist the Division of Tourism Development in preparing, reporting, and being accountable to various publics, including the State Legislature, the Board of Directors, and stakeholders on all marketing activities and results. This would include helping to produce quarterly and annual reports, publications, presentations and summaries.

Please Address the Following

Accountability

- 1. What are your standard practices for client communication and accountability?
- 2. In having to report to the Legislature, Tourism Task Force, and in-state constituents, are there certain accountability procedures or programs you would help to implement?

Proposal Response Format

Proposals should be prepared in a straightforward, easy-to-read, and concise manner. Supplemental information should be referenced and included as attachments. Proposals should be limited to the space in a two-inch binder. You may attach no more than one CD and one VHS of work samples per proposal. Include three sample press releases written and used within the last year.

All proposals must be organized and tabbed with labels for the following headings:

- 1) Letter of Transmittal. The letter of transmittal should include an introduction of the offeror's company; agency Internet URL; and the name, address, and phone number of the person to be contacted in conjunction with others who are authorized to represent the company in dealing with this RFP. The letter should also include an expression of the offeror's ability and desire to meet the requirements of this RFP. Any other information not appropriately contained in the proposal itself should also be included.
- 2) RFP Form. The State's Request for Proposal form completed and signed.
- **3) Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal, including an overview of the agency's creative approach, by reading the executive summary. Proprietary information requests should be identified in this section. In addition, clearly indicate which services will be subcontracted in this section as well.
- **4) Detailed Response.** Please describe in narrative format your plan to implement the Tourism Marketing Overall Brand and Strategy. The campaign needs to be completed by June 30, 2006 with an estimated budget of \$7,500,000. This budget includes brand evaluation, media buy and placement with TV, radio, and print as well as other possible promotional opportunities to consumers and the travel trade. This section should constitute the major portion of the proposal and must contain at least the following information:
 - a) A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - b) A specific point-by-point response, in the order listed, to each of the RFP requirements and scope of work questions.
- **5) Cost Proposal.** Cost will be evaluated independently from the written/oral proposal. Please enumerate all costs on the attached Cost Proposal Form. Your blended hourly rate includes all labor costs for staff (actual salary, fringe benefits, and overhead), and agency profit. Labor may include account supervision, media buying, art direction, planning, consultation, and other labor expenses required to accomplish the needed tasks.

Funds to be expended for the Utah Tourism Campaign will not exceed \$7,500,000 for the first year. This is the maximum possible annual budget and is not guaranteed. The cost of proposed services must be included. The offeror will provide the method by which costs are determined. The State has the authority to evaluate and change the method. The cost of additional services that the offeror may propose will be itemized separately. The planned use of any and all subcontractors must be clearly explained in the proposal. The prime offeror shall be responsible for all costs and contract performances by subcontractors if used.

Cost will comprise 20 percent of the total evaluation. Costs will be evaluated based on the following:

a) Blended Hourly Rate:

Please provide a blended hourly rate for the tasks described below (see attached sheet "Cost Proposal"). Your blended hourly rate includes labor costs for staff, and profit. Labor may include account supervision, media buying, art direction, planning, consultation and other labor expenses required to accomplish the needed tasks.

b) Proposed Budget:

Please provide an anticipated FY06 Budget based on a total budget of \$7,250,000. The State understands that prices may be projections based on past and present production, labor, purchasing, and general market conditions. The proposed budget should include your baseline budget for all activities connected with this account as explained herein.

- **6) Evaluation of media buying effectiveness.** Because we are a non-profit government agency, we require an aggressive media buyer who will negotiate with stations to provide best possible gross cost per rating points for all dayparts purchased for radio and television, as well as best possible total showings, and for all other mediums purchased. Affidavits of performance are required.
 - a) Demonstrate past media buying effectiveness, including:
 - What is your history in obtaining bonus weight, added value and multiple-client leveraging?
 - What is the size of your media planning/buying department in terms of personnel, number of clients and workload?
- b) Describe your media buying strategy for this campaign. Include specific media outlets and other recommendations for reaching underserved audiences, like regions of the country, niche markets, and nationally overall. Itemize the estimated hours needed to complete each task that you include in the campaign.
 - c) Provide the following information by quarter as applicable for radio and television and other mediums:
 - Projected Target Rating Points (TRP) total and/or Gross Rating Points (GRP) based on past account histories, buying power and relationships, and scope of this campaign.

Submission to this RFP for the GOED requires agency or media buying services to be licensed to standard media purchasing resources: Arbitron, Nielson, or other accredited media tracking services.

- **7) Agency Facts and History.** Provide the size of the agency in number of employees and billings, and a list of premier agency accounts and current and/or former health-related clients. In addition, a list of all accounts lost/resigned or gained during the past two years should also be included.
- **8) Personnel.** A list of all key personnel, who will have direct and significant responsibilities for providing the services specified in this RFP. For each person specified, establish his or her experience relevant to his or her ability to manage this campaign. Specific to the account executive, creative director(s), media planner, and principles, provide a list of their current accounts and estimated percentage of time that they will devote to this campaign.
- **9) Experience and Qualifications.** A statement of the company's and key personnel's previous experience with similar projects and/or any other experience which qualifies him or her to successfully complete the project. Additional information or samples of materials used in previous projects must be submitted with this proposal. In addition, include the qualifications and experience of the account executive, graphic designer, accountant, media buyer, public relations, video producer/writer, and other creative staff that will be involved in the project.

The Contractor must have demonstrated experience in brand development and execution, media campaign oversight, creation and placement (media buying) of radio and print advertising, public relations, coordinating media campaigns and events and design and development of collateral materials that promote information, creates action to receive information, and increased public awareness. Examples of past work, i.e. at least three news releases, print ads, and radio and TV scripts and/or PSA.

- **10) Subcontracting.** The planned use of any and all subcontractors must be clearly explained in the proposal. However, the prime offeror shall be responsible for all costs and contract performances if subcontractors are used. Current employees of the State of Utah or any other governmental agency and consulting affiliates of the GOED may not participate as subcontractors of the award. The GOED has the right to approve all subcontractors and review qualitative research conducted by the subcontractor.
- **11) Timeframe.** The offeror must be able to coordinate a marketing campaign between July 1, 2005 and June 30, 2006. Describe how your agency has been able to meet deadlines and work under tight timelines in the past and/or how you plan to do this for our campaign. In addition, please provide a summary estimate of how many hours will be spent on the account for each scoring criteria listed.
- **12) Summary.** Offeror should restate in one sheet or less, the specific reasons they feel they are best qualified, suited, and capable of being awarded the contract in question.

Proposal Evaluation Criteria

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal, per "Proposal Response Format", Item 4.b.

1) Scope of Work Capability (40 points)

- a. Branding experience and capability
- b. Public Relations experience and capability
- c. Consumer marketing experience and capability
- d. Trade/Channel marketing experience and capability
- e. Examples of past work specific to each scope category
- f. Understanding of program mission, goals and concepts
- g. Realistic allocation of hours for each campaign element

2) Specific Staff Experience (25 points)

- a. Expertise of staff involved in project
- b. Direct experience in national and international marketing campaigns
- c. Demonstrated ability to reach target audiences and goals

3) Media Buying (15 points)

- a. Past media buying effectiveness
- b. Media buying strategies, buying power, and alliances

4) Cost (20 points)

- a. Blended Hourly Rate (10)
- b. Proposed Budget (10)

Anticipated Timeframe for Submission and Review

Friday, May, 27 RFP Public Release

Thursday, June 9 Questions due by 3pm

Monday, June 27 Written RFP Response Due by 10am

Thursday, June 30 Selection Committee Convenes

Friday, July 8* Selection Committee – Finalists announced

Thursday, July 21* Oral Presentations

Friday, July 22* Contractor(s) announced

^{*} Tentative Dates – please do not call to check on review process or award. A written notice of award will be sent to all offerors

Cost Proposal

Cost is to be submitted based on the following:		
(Any deviation from this format may result in disqualification of proposa	al)	
1. Agency Costs		
Blended hourly rate:	\$	/hr.
Proposed Budget analysis:		

REQUEST FOR PROPOSAL SOLICITATION # N05584

Integrated Marketing Agency for State of Utah Tourism Promotion

Governor's Office of Economic Development (GOED)
Office of Tourism Development

RFP EVALUATION SCORESHEET

	Score will be assigned as follows:	i
Firm Name:		1
	¦0 = Failure, no response	;
Evaluator Number:	1 = Poor, inadequate, fails to meet requirement	- 1
	2 = Fair, only partially responsive	- 1
Date:	¦3 = Average, meets minimum requirement	- 1
	4 = Above average, exceeds minimum requirement	- 1
	¦5 = Superior	

•			
	Score (0-5)	Weight	Points
10 points possible		X 2	
5 points possible		X 1	
5 points possible		X 1	
5 points possible		X 1	
5 points possible		X 1	
5 points possible		X 1	
5 points possible		X 1	
10 points possible		X 2	
5 points possible		X 1	
5 points possible		X 1	
5 points possible		X 1	
10 points possible		X 2	
5 points possible		X 1	
10 points possible		X 2	
100ppiritstspesitible			*Inserted by Purchasing
100 points possible		Total	
	5 points possible 10 points possible 5 points possible 10 points possible 10 points possible 10 points possible	10 points possible 5 points possible 10 points possible 10 points possible 10 points possible	10 points possible

^{*} Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2-Proposed Price/Lowest Proposed Price).

Written Response Summary

Due Date: Monday, June 27, 2005, 10:00 AM – Department of Purchasing

of Proposals: 10

Size of Proposals: No bigger than the space of a 2-inch binder

Proposal Outline

I. Letter of Transmittal

II. RFP Form

III. Executive Summary

IV. Detailed Response

i. Narrative

ii. Scope of Work Q&A

V. Cost Analysis

VI. Media Buying Effectiveness VII. Agency Facts and History

VIII. Personnel

IX. Experience and Qualifications

X. Subcontracting

XI. Timeframe

XII. Summary (one-page)

Additional Dates: Friday, May, 27 RFP Public Release

Thursday, June 9 Questions due by 3pm

Monday, June 27 Written RFP Response Due by 10am

Thursday, June 30 Selection Committee Convenes

Friday, July 8* Selection Committee – Finalists announced

Thursday, July 21* Oral Presentations

Friday, July 22* Contractor(s) announced

Tentative Dates

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

- 1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, <u>Utah Code Annotated</u>, 1953, as amended, Utah State Procurement Rules (<u>Utah Administrative Code</u> Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
- 2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, <u>Utah Code Annotated</u>, 1953, as amended.
- 6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- 8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
- 11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
- 20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given

for their own use or for the use or benefit of any other person or organization (63-56-73, <u>Utah Code Annotated</u>, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)